

**UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD  
REGION 9**

NOLAN ENTERPRISES, INC., D/B/A  
CENTERFOLD CLUB

and

Case No. 09-CA-220677

BRANDI CAMPBELL, AN INDIVIDUAL

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**RESPONDENT'S MOTION FOR SUMMARY JUDGMENT AND INCORPORATED  
MEMORANDUM OF LAW**

**INTRODUCTION**

Respondent, Nolan Enterprises d/b/a Centerfold Club, by and through its undersigned counsel, hereby moves for summary judgment, pursuant to Section 102.24, NLRB Rules and Regulations. The National Labor Relations Board lacks jurisdiction over this matter because the National Labor Relations Act (the "Act") does not apply to this dispute. The Act only applies to "employees" and not to non-employees like Charging Party Brandi Campbell ("Campbell"). *See* 29 U.S.C. 152(3). Because there is no genuine issue of material fact regarding Campbell's employment status and because the Board does not have jurisdiction over this matter, it should promptly dismiss this matter and the underlying charges.

**PROCEDURAL HISTORY**

On May 21, 2018 Campbell filed a charge (which was subsequently amended on August 27, 2018). On September 28, 2018, the Board filed a Complaint, alleging, in sum,

that Campbell was an employee of Centerfold Club and was retaliated against for engaging in protected activity in violation of Section 8(a)(1) and (4) of the Act. On November 28, 2018, Respondent filed an Answer to the Complaint (which was amended on December 17, 2018).

### **STATEMENT OF FACTS**

Respondent is a Gentleman's Club located in Columbus, Ohio. It is owned by Fred Tegtmeier (recently deceased) and the General Manager is Brenda Bonzo. Respondent leases entertainment space to individuals, who it refers to as Entertainer Tenants. The Entertainer Tenants are required to complete a Lease Application and, if approved, sign various lease documents, including a Release of Liability for Space Lease Tenant Application or Demonstration or Amateur Contest Participant and Entertainer Tenant Space Lease Agreement. (**Ex. 1**, Affidavit of Brenda Bonzo).

On February 24, 2018, Campbell came to Respondent's premises and completed and submitted a lease application. Campbell was given the option to either be "hired" as an employee or to lease performance space as an entertainer. She explicitly chose to lease performance space instead of being treated as an employee. (**Ex. 1**). She indicated that she wanted to lease space that day and was approved. Upon approval, she executed all required documentation, including an agreement explicitly titled: "The Centerfold Club Part 1: Preliminary Lease Information Agreement to Lease Space as an Entertainer Tenant and Not Be An Employee". (**Ibid.**) Therein, Campbell confirmed that she would obey all safety rules of the premises, as well as all state and federal laws. She also confirmed again, that she intended to be an Entertainer Tenant, and not an employee. Scheduling was explained

to be on an “available basis” and that the agreement was non-exclusive and would not prevent her from leasing space at other venues. **(Ibid.)**

Additionally, Campbell signed the requisite “Entertainer Tenant Space Lease Agreement”, which provided in pertinent part:

- That the main purpose of the premises was to serve as an alcohol business establishment where dance entertainment is presented to the adult public;
- That the term of the lease was for an initial term of one (1) day, and automatically renewed every day after for a period of up to one (1) year, unless there was breach in the agreement;
- That Entertainer Tenants choose and lease space time on the dates they desire, based on availability;
- That Entertainer Tenants are free to charge customers whatever they wished for private dances, but that the Premises has established minimum fees for “Private Room Space Rent”;
- Either party to the lease agreement may terminate the lease;
- Non-compliance with local, state or federal law constituted a ground for termination of the lease;
- That the Entertainer Tenants maintain complete control over their performances, including scheduling, costume choices, and music choices, without the control of the Property Owner;
- That the Property owner would pay for all copyright fees associated with music use, in addition to providing the stage, lighting and dressing facilities, with all other items the responsibility of the Entertainer Tenant; and
- That the Entertainer Tenants were free to market themselves and performances in any way they desired.

**(Ibid.).**

The Tenant Agreement package also included the “Entertainer Tenant Space Lease Agreement Waiver.” Campbell signed off on the form, which again explained that an Entertainer Tenant was not an employee, and relevant marketing agreements. The

“Assistance Fee’s Agreement” explained the customary tipping of other service staff at the premises, such as the DJ and bar tenders, *specifying that the practice was not required*, and not part of the Tenant’s lease agreement. Additional forms included a chart outlining the differences between status as an Entertainer Tenant and employee, the Sexual Harassment Policy and substance use policies. **(Ibid.)**.

The Entertainer Tenants State Liquor Laws Sign Off form (Part 11) specified:

- The club will cancel the lease of any Entertainer Tenant that is caught sexually touching a customer’s lips, penis, or anus while on our premises.
- As an Entertainer Tenant, you agree to follow all State Liquor Laws and understand if you do not the club will have no other choice but to cancel your “Entertainer Tenant Space Lease.”

**(Ibid.)**.

On April 7, 2018, Campbell was notified by the Respondent that her lease was being terminated for non-compliance with the Tenant Agreement. Campbell’s actions with customers at the club were in violation of Ohio Liquor Law, OAC 4301:1-1-52, based on video evidence of Campbell stroking the penises of clients during private dances. **(Ibid.)**.

## **ARGUMENT**

### **I. Applicable Standard of Review**

Under NLRB Rules and Regulations Rule 102.24, “[f]ollowing the issuance of a complaint, but before a hearing has opened, any party may file with the Board a motion requesting that the Board dispense with a hearing and enter summary judgment on all or some of the allegations in the complaint.” Further, “A respondent may also file with the Board a motion to dismiss or partially dismiss the complaint.”

The Board has adopted the federal standards for evaluating motions for summary judgment. *See, e.g., Newtown Corporation*, 280 NLRB. 350 (1986) (quoting Rule 56(c) of the

Federal Rules of Civil Procedure 56(c) for the proposition that summary judgment shall be granted if the "pleadings, depositions, answers to interrogatories, and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to a judgment as a matter of law."). Additionally, the Board bears the burden of proof "by competent evidence on the issue of jurisdiction[.]" *NLRB v. Haddock-Engineers, Ltd.*, 215 F.2d 734, 737 (9th Cir. 1954) (refusing to enforce the Board's order); *see also North American Van Lines, Inc. v. NLRB*, 869 F.2d 596, 604 (D.C. Cir. 1989) (reversing All for miscasting the burden of proof on jurisdictional issues).

## **II. The Board Lacks Jurisdiction in This Matter because Campbell was Not an Employee of Respondent.**

### **A. Applicable law.**

The Board lacks jurisdiction in this matter because Entertainer Tenants, such as Campbell, are not employees. All Entertainer Tenants who perform at Respondent's venue sign Entertainer Tenant Agreements specifying that that they are free to lease space at any time they wish (subject to availability), must supply their own costumes, select their own music, choreograph their own routines, are free to negotiate their own fee's with customers, are paid directly from customers, may market themselves in any way they desire, and are free to perform at any other venue they wish.

The NLRA, 29 U.S.C. §§ 151-169, protects employees across the United States. However, the Act is limited in application in that the term "'employee' . . . shall not include . . . any individual having the status of an independent contractor[.]"<sup>1</sup> *Id.* at § 152(3). Therefore, the jurisdiction of the Board is limited to employee matters. *See FedEx Home*

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<sup>1</sup> Notably, in this case, Ms. Campbell is neither an employee nor an independent contractor.

*Delivery, an operating division of FedEx Ground Package Sys., Inc. v. Nat'l Labor Relations Bd.*, 849 F.3d 1123, 1124–25 (D.C. Cir. 2017) (citing *C.C. Eastern, Inc. v. NLRB*, 60 F.3d 855, 857 (D.C. Cir. 1995)).

To determine whether a worker or individual should be classified as an employee, the Board and federal courts apply the common-law agency test, a requirement that reflects clear congressional will. *FedEx Home Delivery v. NLRB* (D.C. Cir. 2009) 563 F.3d 492, 497; *see NLRB v. United Ins. Co.*, 390 U.S. 254, 256 (1968); *see also St. Joseph News Press*, 345 NLRB 474, 478 (2005) (“Supreme Court precedent ‘teaches us not only that the common law of agency is the standard to measure employee status but also that we have no authority to change it.’”) (quoting *Dial-A-Mattress Operating Corp.*, 326 NLRB 884, 894 (1998)).

Under the common law of agency, courts apply a multi-factor test that “considers all of the circumstances of the relationship,” with no one factor being decisive. *Associated Diamond Cabs*, 702 F.2d at 919. “What is important is that the total factual context is assessed in light of the pertinent common-law agency principles.” *United Ins.*, 390 at 258, 88 S. Ct. at 991; *see NLRB v. Deaton, Inc.*, 502 F.2d 1221, 1224 (5th Cir. 1974).

Chief among these principles is the control test, which focuses on the following considerations:

- The “right to control, not the actual exercise of control,” over the work. *Associated Diamond Cabs*, 702 F.2d at 920; Restatement (Second) of Agency § 220(2)(a);
- “[C]ontrol over the manner and means of the agent's performance and the details of the work as opposed to mere economic control or control over the end result of the performance.” *Associated Diamond Cabs*, 702 F.2d at 920; *see* Restatement (Second) of Agency § 220(2)(a) cmt. e; and

- “[C]ontrol by the employer, not simply employer oversight of control exercised by a regulatory governmental body.” *Associated Diamond Cabs*, 702 F.2d at 920.

Caselaw and the Restatement (Second) of Agency § 220(2), *see CSS Healthcare*, 419

F.App'x at 968, provides the following additional factors:

- “[T]he skill required in the particular occupation,” Restatement (Second) of Agency § 220(2)(d); *see Collegiate Basketball Officials Ass’n, Inc. v. NLRB*, 836 F.2d 143, 147 (3d Cir. 1987);
- “[W]hether the employer or the work[er] supplies the instrumentalities, tools, and the place of work for the person doing the work,” Restatement (Second) of Agency § 220(2)(e); *see Hilton Int’l Co. v. NLRB*, 690 F.2d 318, 320, 322 (2d Cir. 1982)
- “[T]he length of time for which the person is employed” and whether the worker determines the work schedule, Restatement (Second) of Agency § 220(2)(f); *see NLRB v. Silver King Broad. of S. Cal., Inc.*, 85 F.3d 637, at \*3 (9th Cir. 1996); *Air Transit, Inc. v. NLRB*, 679 F.2d 1095, 1099 (4th Cir. 1982);
- “[T]he method of payment, whether by the time or by the job,” and the negotiation of pay, Restatement (Second) of Agency § 220(2)(g); *see Aurora Packing Co. v. NLRB*, 904 F.2d 73, 76 (D.C. Cir. 1990); *Constr., Bldg. Material, Ice & Coal Drivers, Helpers & Inside Emps. Union, Local No. 221. v. NLRB*, 899 F.2d 1238, 1242 (D.C. Cir. 1990);
- Whether payroll deductions are made or employee benefits are provided, *Associated Diamond Cabs*, 702 F.2d at 924 n.3;
- “[W]hether or not the work is a part of the regular business of the employer,” Restatement (Second) of Agency § 220(2)(h); *see Silver King*, 85 F.3d 637, at \*2;
- Whether workers are free to work for competitors or to hire others, *FedEx*, 563 F.3d at 499; *Corporate Exp. Delivery Sys. v. NLRB*, 292 F.3d 777, 780 (D.C. Cir. 2002); and
- “[W]hether or not the parties believe they are creating the relation of master and servant” and whether a contract creates an independent-contractor relationship, \*26 Restatement (Second) of Agency § 220(2)(i); *see C.C. E., Inc. v. NLRB*, 60 F.3d 855, 859 (D.C. Cir. 1995).

“Each case must be decided on its own facts.” *Merchants Home Delivery Serv., Inc. v. NLRB*, 580 F.2d 966, 974 (9th Cir. 1978); see *Steinberg*, 182 F.2d at 857.

**B. An Application of Common-Law Agency Principles to the Undisputed Facts Establishes that Campbell was not an Employee.**

The undisputed facts and evidence in this case demonstrates that Respondent did not control Campbell’s work, or that of any of the Entertainer Tenants. The control test “takes into account the degree of supervision, the entrepreneurial interests of the agent and any other relevant factors.” *Associated Diamond Cabs*, 702 F.2d at 919--20.

**(i). Respondent Lacks the Right to Control Entertainer Tenants Work.**

Respondent lacks the right to control Entertainer Tenant’s performances. See *Associated Diamond Cabs*, 702 F.2d at 920. Respondent enters into Entertainer Tenant Agreements, under which the Entertainer Tenants agree that the engagement is non-exclusive, and that the Entertainer Tenant maintains control over their performances, including scheduling or not scheduling performance time, song choice, costumes and choreography. **(Ex. 1).** Entertainer Tenants have no obligation to lease space on a minimum basis, and may schedule at any time, subject to availability. Entertainer Tenants have unrestricted discretion to choose when or if they want to perform and how often. **(Ibid.).**

Courts have held that workers’ right to decline work and to choose whether and when to work, especially on a first-come, first-served basis, are indicative of a non-employee status. See *Collegiate*, 836 F.2d at 148; *Associated Diamond Cabs*, 702 F.2d at 921; *Air Transit*, 679 F.2d at 1099; *Sida of Haw., Inc. v. NLRB*, 512 F.2d 354, 357--58 (9th Cir. 1975). “A worker’s ability to choose when and if to work is an important indicator of



independent contractor status.” *Silver King*, 85 F.3d 637 at \*3. In addition to the Entertainer Tenants having the unrestricted ability to choose whether to work is the Respondent’s lack of any right to require them to lease space at a particular time. *See Associated Diamond Cabs*, 702 F.2d at 920.

**(ii). Respondent Does Not Control the Manner or Means of Campbell’s Performances.**

Respondent does not exercise “[C]ontrol over the manner and means of the agent’s performance and the details of the work as opposed to mere economic control or control over the end result of the performance.” *Associated Diamond Cabs*, 702 F.2d at 920. Section 7B of Part 2 of the Tenant Agreements states:

- The Entertainer Tenant hereby represents that she desires to be able to make all of these choices herself and without the control of the Property Owner. The Property Owner and Entertainer Tenant agree by the terms of this Space Lease that all such decisions are exclusively reserved to the control of the Entertainer Tenant.

Further, Section 10 of Part 2 of the Tenant Agreements define the “Nature of Performance,” and clearly states:

- “[p]roperty Owner shall have no right to direct or control the nature, content, character, manner or means of the Entertainer Tenant entertainment services or her performances.”

It is crucial to this analysis to recognize the distinction between “control over the manner and means of the agent’s performance and the details of the work” and the “mere economic control or control over the *end result* of the performance.” *Associated Diamond Cabs*, 702 F.2d at 920 (emphasis added). While Respondent sets a minimum fee for private performance space rental, the Entertainer Tenant retains the ultimate control over what price is charged for their performance with the customer. **(Ex. 1)**. This function affects the

economic impact on the Respondent through the rental fee, but also allows the Entertainer Tenant to retain sole control over the value of her performance.

**(iii). Safety Oversight Does Not Constitute Control**

“[R]equiring [Entertainer Tenants] to obey the law is no more control by [Respondent] than would be a routine insistence upon the lawfulness of the conduct of those persons with whom one does business.” *See Associated Diamond Cabs*, 702 F.2d at 924.

Respondent’s requirements that all Entertainer Tenants to comply with safety requirements, local, federal and state law, does not equate to control over the work of Campbell or any other Entertainer Tenant. **(Ex. 1)**. Further, stipulating that “a violation of any federal, state, or local law or regulation while on the Premises,” constitutes a material breach in the lease, would also not equate to control over in this context. **(Ibid.)**.

**C. Campbell and Other Entertainer Tenants Are Self-Trained, Skilled Performers**

“[T]he skill required in the particular occupation,” is relevant to whether or not someone is to be considered an employee, or something different. Restatement (Second) of Agency § 220(2)(d); *see Collegiate* at 147.

The Entertainer Tenant Agreement specifically states: “You understand that you are bringing artistic and fantasy dance entertainment experience with you, as we do not have a training program and we will lease you space based on the trade experience you possess.” **(Ex. 1)**.

**D. Campbell and Other Entertainer Tenants Provide Their Own Costumes, Props and Accessories.**

“[W]hether the employer or the work[er] supplies the instrumentalities, tools, and the place of work for the person doing the work,” Restatement (Second) of Agency § 220(2)(e); *see Hilton Int’l Co. v. NLRB*, 690 F.2d 318, 320, 322 (2d Cir. 1982). While Respondent provides the performance space for the Entertainer Tenants, the remaining items needed for the actual performance, are to be provided by the performer. **(Ex. 1).**

**E. Campbell and Other Entertainer Tenants Set Their Own Schedules.**

“[T]he length of time for which the person is employed” and whether the worker determines their own work schedule are relevant factors that favor non-employee status in the present matter. Restatement (Second) of Agency § 220(2)(f); *see Silver King* at \*3; *Air Transit* at 1099.

As discussed previously, Entertainer Tenants are free to lease whatever time they would like to perform, as long as that space is available when they inquire about booking. **(Ex. 1).** The Entertainer Tenant is not required to lease a minimum number of days in a given week or even year.

**F. Campbell and Other Entertainer Tenants Negotiate Their Own Fees and Are Paid Directly By the Customers.**

“[T]he method of payment, whether by the time or by the job,” and the negotiation of performance rates are factors supporting non-employee status for Entertainer Tenants. Restatement (Second) of Agency, § 220(2)(g); *see Constr., Bldg. Material*, 899 F.2d at 1242.

Again, as explained above, Entertainer Tenants are paid directly by the Customers. The Entertainer Tenant sets their own rates for their actual performance. While the Respondent charges the Entertainer Tenant a minimum fee for the rental of private dance space, the ultimate price of the performance is left solely to the Entertainer. **(Ex. 1).**

**G. Respondent Does Not Provide Employee Tenants With Benefits Or Deduct Income Taxes from Their Pay.**

The fact that Respondent does not provide employee benefits to Entertainer Tenants, and does not deduct income taxes are “strong indication[s] of the absence of employee status.” *See Associated Diamond Cabs*, 702 F.2d at 924 n.3 (withholding); *A. Duie Pyle*, 606 F.2d at 385 (benefits).

The Tenant Agreement for the Entertainer Tenants contains “Part 3 - Entertainer Tenant Space Lease Agreement Waiver,” which specifically addresses the fact that the Respondent will not report, withhold or disclose income earned by the Entertainer Tenant, and that such responsibilities are left to the individual. **(Ex. 1)**.

**H. The Nature of Entertainer Tenants’ Work Is That of A Non-Employee.**

Though the question whether “the work is a part of the regular business of the employer” may be relevant, “‘the nature of the work done’ is not ‘determinative’ of that status.” Restatement (Second) of Agency, § 220(2)(h); *Silver King*, 85 F.3d 637, at \*2 (citation omitted).

As referenced above, the main purpose of Respondent’ premises is to “serve as an alcohol business establishment . . .” **(Ex. 1)**. The performance of dances, per the contract between the parties, is secondary to the main business of Respondent.

**I. Entertainer Tenants Have Entrepreneurial Freedom**

The non-exclusive nature of the Entertainer Tenant Agreement is specifically designed to allow performers to work at other venues and demonstrates the entrepreneurial freedom of Campbell and other Entertainer Tenants. *See FedEx*, 563 F.3d at 499; *Corporate Exp.*, 292 F.3d at 780. As mentioned above, the Tenant Agreements

repeatedly reference the non-exclusivity of the relationship. Additionally, the Entertainer Tenants are encouraged to market their performances in any way they desire. Entertainer Tenants are also expected to carry their own appropriate licenses and liability insurance as non-employees. **(Ex. 1).**

**J. Entertainer Tenants Agree and Intend to Operate as Non-Employees.**

The Entertainer Tenant Agreements demonstrate that both Respondent and the Entertainer Tenants intend to enter into non-employee arrangements, and understand that they have done so. *See Brown v NLRB.*, 462 F.2d 699, 703 (9th Cir. 1972); Restatement (Second) of Agency, § 220(2)(i).

Respondent's Entertainer Tenant Lease Agreements repeatedly spells out the differences between being an employee and non-employee on the Premises. Most importantly, Campbell, when presented with these agreements, explicitly chose to lease performance space instead of being treated as an employee. **(Ex. 1).**

**CONCLUSION**

This type of arrangement is no different than artists who lease gallery space to display their artwork and, ultimately, sell art to the public or stand-up comedy performers who arrange to lease stage time at a comedy club to present their performances to the public. The reservation of performance space does not transform these artists into employees. With no genuine issue of material fact regarding Campbell's employment status, and because the Board does not have jurisdiction over this matter, it should promptly dismiss this matter and the underlying charges.

Respectfully submitted,

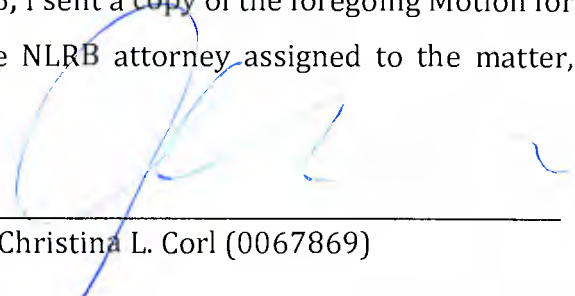


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*Counsel for Respondent*

**CERTIFICATE OF SERVICE**

I hereby certify that on December 21, 2018, I sent a copy of the foregoing Motion for Summary Judgment via regular U.S. Mail, to the NLRB attorney assigned to the matter, Zuzana Murarova, and to Brandi Campbell.



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Christina L. Corl (0067869)

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UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD  
REGION 9

NOLAN ENTERPRISES, INC., D/B/A  
CENTERFOLD CLUB

and

Case No. 09-CA-220677

BRANDI CAMPBELL, AN INDIVIDUAL

AFFIDAVIT OF BRENDA BONZO

I, Brenda Bonzo, depose and state that, if called, I can testify of personal knowledge as follows:

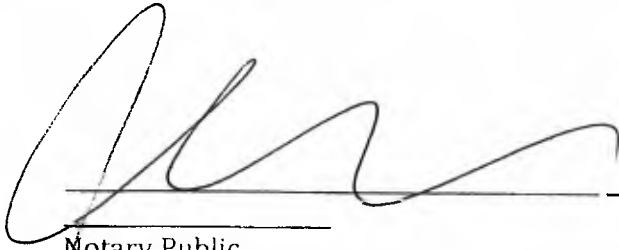
1. That I am familiar with the allegations made by Brandi Campbell in the above-captioned matter.
2. At all times relevant hereto, I was the General Manager for Nolan Enterprises d/b/a Centerfold Club.
3. Attached hereto are true and accurate copies of Ms. Campbell's documentation for her leasing of performance space with Centerfold. I have confirmed that she signed all documentation and agreed to the terms of her lease of performance space.
4. Further Affiant sayeth naught.



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Brenda Bonzo

Subscribed to and sworn to before me this 20<sup>th</sup> day of December, 2018.

  
\_\_\_\_\_  
Notary Public

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My comm'n expires:

CHRISTINA L. CORL, Attorney At Law  
NOTARY PUBLIC - STATE OF OHIO  
My commission has no expiration date  
Sec. 147.03 R.C.



ENTERTAINER

NIGHT

**RELEASE OF LIABILITY FOR SPACE LEASE TENANT APPLICATION OR  
DEMONSTRATION OR AMATEUR CONTEST PARTICIPANT**

**EXPRESS ASSUMPTION OF RISK ASSOCIATED WITH DANCING AND RELATED  
ENTERTAINMENT ACTIVITIES AGREEMENT**

I Brandi Campbell, on 2/24/18 do by  
hereby affirm and acknowledge that I have been fully informed of the inherent hazards and risks  
associated with performing in the amateur contest or demonstrating my trade for consideration to be  
able to Lease Space here.

I fully understand that these risks can lead to severe injury and even loss of life. Nevertheless, I  
choose to proceed even in the absence of competent medical assistance. I freely accept and  
expressly assume all risk, dangers and hazards that may arise from performing in the amateur contest  
and or audition, which could result in personal injury, loss of life and property damage to me.

**RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT:**

In consideration of being allowed to participate in the Amateur Contest activities as well as the use of  
any of the facilities and the use of the stage equipment and poles. I hereby agree as follows:

1. TO WAIVE AND RELEASE ANY AND ALL CLAIMS based upon negligence, active or passive  
with the exception of intentional, wanton or willful misconduct that I may have in the future  
against any of the following named persons or entities (hereafter referred to as Releases):  
and, its representatives, Management or assignees.
2. To release the releases, their officers, directors, employees, representatives, agents and  
volunteers, from liability and responsibility, whatsoever, for any claims or causes of action that  
I, my estate, heirs executives or assigns may have for personal injury, property damage or  
wrongful death arising from performing, entertaining and dancing activities whether caused by  
active or passive negligence of the releases or otherwise with the exception of gross  
negligence. By executing this document, I agree to hold the releases harmless for any injury  
or loss of life which may occur to me during the above mentioned activities and/or instructions.
3. By entering into this agreement, I am not relying on any oral or written representation or  
statements made by the releases, other than what is set forth in this agreement. I further  
agree that this Agreement shall be governed by and interpreted in accordance with the laws of  
this State, in the United States of America.
4. I state I am older than 18 years old.
5. If any provision of this release is found to be unenforceable or invalid, that provision shall be  
severed from this contract. The remainder of this contract will then be construed as though  
the unenforceable provision had never been contained in this document.
6. This agreement is not a statement of employment and makes no promise of future  
space lease opportunity.

I hereby declare that I am of legal age and am competent to sign this Agreement.

I HAVE READ THIS AGREEMENT; I UNDERSTAND IT AND I AGREE TO BE BOUND BY IT.

Brandi Campbell  
Signature of participant  
2/24/18  
Date  
244-1122  
Management  
122418  
Date

Release of Liability for Demonstration or Amateur Signor  
Separated by The Owners Condition

MINNESOTA  
DRIVER'S LICENSE

BRANDI ELIZABETH CAMPBELL



Date of Birth [redacted]  
Sex F Eyes BRN Class D  
Height 5-8 Weight 145 DONOR  
ISSUED 05-2017 EXPIRES 05-02-2021

6687022775024

# Entertainer Tenant Space

## THE CENTERFOLD CLUB LEASE APPLICATION

Full Name: <u>Nandi Campbell</u>		Date: <u>2/24/18</u>	
Address: <u>[REDACTED]</u>		Apartment / Unit #: <u>—</u>	
City: <u>[REDACTED]</u>	State: <u>[REDACTED]</u>	Zip: <u>[REDACTED]</u>	
Phone number: <u>[REDACTED]</u>		Email: <u>—</u>	
Lease space date desired: <u>Today</u>		Social Security #: <u>[REDACTED]</u>	
Are you a U.S. citizen?	<input checked="" type="radio"/> Yes <input type="radio"/> No	If no, are you authorized to be in the U.S.?	<input type="radio"/> Yes <input type="radio"/> No
Have you ever worked for this company?	<input type="radio"/> Yes <input checked="" type="radio"/> No		Where: <u>—</u>
Have you ever been convicted of a felony?	<input type="radio"/> Yes <input checked="" type="radio"/> No		Where: <u>—</u>
If yes, explain: <u>—</u>			
High school: <u>Romeoville</u>			
From: <u>2000</u>	To: <u>2004</u>	Did you graduate:	<input checked="" type="radio"/> Yes <input type="radio"/> No
College: <u>—</u>		Address: <u>—</u>	
From: <u>—</u>	To: <u>—</u>	Did you graduate:	<input type="radio"/> Yes <input type="radio"/> No
Degree: <u>—</u>			
Other: <u>—</u>		Did you graduate:	<input type="radio"/> Yes <input type="radio"/> No
Degree: <u>—</u>			
Supervisor Full Name: <u>Laurie Caysey</u>			
Company name: <u>Carnaval Strip Club</u>		Phone number: <u>( ) ?</u>	
Date started: <u>2006</u>	Date left: <u>2008</u>		
Supervisor Full Name: <u>Dana Shepherd</u>			
Company name: <u>Private Home</u>		Phone number: <u>( )</u>	
Date started: <u>2016</u>	Date left: <u>2018</u>		
Supervisor Full Name: <u>—</u>			
Company name: <u>—</u>		Phone number: <u>( )</u>	
Date started: <u>—</u>	Date left: <u>—</u>		

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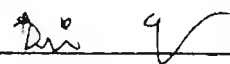
Entertainer  
Tenant  
Space

# THE CENTERFOLD CLUB LEASE APPLICATION

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PREVIOUS EMPLOYMENT			
Company name: C914091	Address: 8014/27d, 01		
Supervisor Full Name: LAURE C94565	Phone number: ( )		
Your position or title: Dancer	Start salary: \$	End salary: \$	
Responsibilities: DANCING			
Dates of employment: 2006-2008	Start: DEC	End: JUNE	Reason for leaving:
May we contact this employer for a reference?	<input checked="" type="radio"/> Yes	<input type="radio"/> No	Moved
Company name: PIVV48 Home	Address:		
Supervisor Full Name: DAVID SHELLEN	Phone number: ( )		
Your position or title: Nanny	Start salary: \$	End salary: \$	
Responsibilities: Babysitter			
Dates of employment: 2016-2018	Start: June	End: JUNE	Reason for leaving:
May we contact this employer for a reference?	<input checked="" type="radio"/> Yes	<input type="radio"/> No	Moved
Company name:	Address:		
Supervisor Full Name:	Phone number: ( )		
Your position or title:	Start salary: \$	End salary: \$	
Responsibilities:			
Dates of employment:	Start:	End:	Reason for leaving:
May we contact this employer for a reference?	Yes:	No:	

I wish to take space to artistically perform my trade as an Entertainer Tenant	Yes:	No:
---	------	-----

DISCLAIMER AND SIGNATURE	
I certify that my answers are true and complete to the best of my knowledge. If this application leads to my ability to Lease Space, I understand that false or misleading information in my Space Lease application may result in the immediate termination of the space lease.	
Signature: 	Date: 2/24/18

ENTERTAINER TENANT SPACE LEASE REQUEST FORM

STAGE NAME OKS99  
 REAL NAME B. Gudi  
 WEEK OF \_\_\_\_\_

	DAY	NIGHT
MONDAY		✓
TUESDAY		✓
WEDNESDAY		✓
THURSDAY		✓
FRIDAY		✓
SATURDAY		✓
SUNDAY		✓

AVAILABILITY	DAYS	TIME IN	TIME OUT
	MON-FRI	4 PM	10:00
	SAT	4 PM	10:00
	SUN	8 PM	2:00 AM
	SAT & SUN	8 PM	2:00 AM

ENTERTAINER TENANT SPACE LEASE REQUEST FORM

STAGE NAME \_\_\_\_\_  
 REAL NAME \_\_\_\_\_  
 WEEK OF \_\_\_\_\_

	DAY	NIGHT
MONDAY		
TUESDAY		
WEDNESDAY		
THURSDAY		
FRIDAY		
SATURDAY		
SUNDAY		

AVAILABILITY	DAYS	TIME IN	TIME OUT
	MON-FRI	3 PM	9 PM
	SAT	3 PM	9 PM
	SUN		

ENTERTAINER TENANT SPACE LEASE REQUEST FORM

STAGE NAME \_\_\_\_\_  
 REAL NAME \_\_\_\_\_  
 WEEK OF \_\_\_\_\_

	DAY	NIGHT
MONDAY		
TUESDAY		
WEDNESDAY		
THURSDAY		
FRIDAY		
SATURDAY		
SUNDAY		

AVAILABILITY	DAYS	TIME IN	TIME OUT
	MON-FRI		
	SAT		
	SUN		

*[Handwritten signature]*



NEC  
2018

**THE CENTERFOLD CLUB**  
**PART 1: PRELIMINARY LEASE INFORMATION**  
**AGREEMENT TO LEASE SPACE AS AN ENTERTAINER TENANT**  
**AND NOT BE AN EMPLOYEE**

Please read the following information and at the end of this page, check if you wish to still lease space here or not.

1. You will be protected so no one can come into the club without a warrant or legal cause of action and ask for your personal information. You have 100% Entertainer Tenant-privacy rights.
2. If anyone comes to our club to take pictures, invade your privacy or cause emotional stress, we will use your Entertainer Tenant Space Lease to keep them at least 500 feet from the club premises.
3. Should another Entertainer Tenant do something illegal, it will help us protect you as an individual both in court and with the authorities.
4. The Club Management is known as a Property Manager, the Owner, as a Property Owner and you are an Entertainer Tenant.
5. You will not be hired or fired. You only lease space on an available basis, therefore, we have space if we do not have space available.
6. This document insures you will not be labeled as an employee, as you are not. You lease our space to perform artistic and fantasy dance entertainment as an Entertainer Tenant.
7. You understand that you are bringing artistic and fantasy dance entertainment experience with you, we do not have a training program and we will lease your space based on the trade experience you possess.
8. You will obey basic rules of safety, all State and Federal Laws while respecting and not damaging the very premises that you lease.
9. We will be happy to allow you to review this paperwork in your file at any time with proper notice, or with anyone if you wish.
10. This lease does not obligate you to lease space only at this club. You may lease space where ever you want as you are not an employee. You are not in a contractual relationship to only entertain here.
11. You may wear any costume that meets with the legal requirements of this state and the safety policies of leasing space in this club.
12. During the time I Lease Space here, should there be any disputes or issues, I agree to resolve or litigate them individually with the club and settle with binding arbitration without seeking class treatment or consolidate my issues with others. This paragraph (12) survives termination of my space lease.

I wish to:



Lease Space Here and Not Be An Employee.



Because I am not nor will be an Employee in this club, I do not wish to Lease Space Here Based on Points 1-12. (Review Part 5 If unsure)

THANK-YOU FOR YOUR COOPERATION!

**ONLY SIGN BELOW IF YOU WISH TO NOT BE AN EMPLOYEE!**

Burt  
Sign Real Name

Burt Campbell  
Print Real Name

2/24/18  
Date

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## THE CENTERFOLD CLUB

### PART: 2 ENTERTAINER TENANT SPACE LEASE AGREEMENT

**NOTICE: THIS IS A LEGAL CONTRACT. DO NOT SIGN THIS UNLESS YOU FULLY UNDERSTAND ALL OF ITS TERMS. BY SIGNING THIS DOCUMENT, YOU ARE REPRESENTING THAT YOU UNDERSTAND THE CONTENTS OF THIS ENTERTAINER TENANT SPACE LEASE AGREEMENT AND THAT YOU AGREE TO ABIDE BY ALL OF ITS TERMS.**

\_\_\_\_\_  
(ENTERTAINER TENANT INITIAL HERE)

This Lease (referred to as "Lease") is entered into this 26 day of February, 2018 by and between THE CENTERFOLD CLUB (Referred to as "Owner"/"Property Manger") whose address is 2830 Johnston Rd, Columbus, OH 43228 (Referred to as the leased "Premises"), and \_\_\_\_\_ (referred to as "The Entertainer Tenant"), whose address is \_\_\_\_\_ is as follows:

#### PURPOSE OF LEASE

Owner operates an alcohol business establishment with artistic entertainment on the Premises, where dance entertainment is presented to the adult public while customers enjoy the main focus of our business, which is alcohol consumption, social interaction, food when available, TV and music videos.

Owner desires to lease space to the Entertainer Tenant, on a non-exclusive basis, together with other similar Entertainer Tenant's, giving the right to jointly use certain areas of the Premises for activities related to presenting live dance entertainment to the adult public; and the Entertainer Tenant desires to lease space within the Premises on the terms of this Lease, for the purpose of performing live semi-nude artistic and fantasy dance entertainment and associated activities for patrons.

#### TERMS OF LEASE

Property Owner and the Entertainer Tenant agrees as follows:

1. **Leasing Space on the Premises:** The Entertainer Tenant leases space and time from Property Owner with the non-exclusive right during normal business hours to use the stage areas and certain other portions of the Premises designated by Property Owner for the performing of live artistic and fantasy dance entertainment, for the engagement of related entertainment activities, and for the preparation of entertaining, upon the terms and conditions contained in this Space Lease.
2. **Term of Agreement:** This Lease is for an initial term of one (1) day from today's date, and shall automatically renew every day for a period of up to one (1) year unless:
  - A. A party desiring not to renew the space lease gives notice to the other party of the intent not to renew at one (1) day prior to the expiration of the initial term or any renewal term; or
  - B. This Lease is not otherwise terminated as provided for in paragraph 11 or 12.

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- C. A **Entertainer Tenant** can lease space up to one year at a time if there is space available and the **Entertainer Tenant** or the **Property Owner** can end this at any time based on space availability or desire to stop leasing space by the **Entertainer Tenant**.

**3. Requesting Space :** The **Entertainer Tenant** shall choose and lease space time on which she desires to lease the **Premises**; all such days for any given week are to be selected at least one week in advance. Each day your leased space shall consist of a minimum of (4) consecutive hours during which the **Entertainer Tenant** shall provide artistic fantasy entertainment consistent with this **Space Lease**. The **Entertainer Tenant** acknowledges that there are other the **Entertainer Tenants** leasing the **Premises**, and agrees to lease her stage sets in cooperation with the leasing desires of the space lease. The **Property Owner** shall make the **Premises** available to the **Entertainer Tenant** during the dates and times selected by the **Entertainer Tenant**, and for those days during which the **Entertainer Tenant** desires to lease the **Premises**. Once space is leased, neither the **Entertainer Tenant** nor **Property Owner** shall have the right to cancel or change any lease space sets except upon material breach by the other party as defined in Paragraph 11 of this **Space Lease**, or as may be agreed to by the **Entertainer Tenant** and **Property Owner**. Should the **Entertainer Tenant** desire not to perform on the **Premises** all during any given day, this **Entertainer Tenant** shall give **Property Owner** notice of this at least one (1) day in advance that she has declined to not fulfill her space lease request for that future day. The **Entertainer Tenant** may be permitted to lease space on the **Premises** on days when she has not requested space for herself to perform, subject to space availability.

If the **Entertainer Tenant** misses an entire leased time, the **Entertainer Tenant** shall pay to **Property Owner** as contract damages for each day or night of leased time which was missed. The "damage" cost will be \$ 50 for each day or night lease time is missed. Such contract damages are to be paid by the **Entertainer Tenant** to **Property Owner** no later than by the end of the next space lease time, if at all. All contract damages stated in this **Space Lease** are established in view of the fact that it would be difficult to fix or determine the exact actual damages incurred by **Property Owner** as a result of breaches by the **Entertainer Tenant** of the terms of this **Space Lease** since other **Entertainer Tenants** may not have been able to lease space.

**4. Space Lease Time:** The **Entertainer Tenant** agrees to pay rent to **Property Owner** in an amount set for on the **Lease Addendum** (referred to as **Lease Space Time Rent**). All Leased Time and space costs shall be paid to **Property Owner** immediately, upon request.

**5. Use of Premises:** The **Entertainer Tenant** agrees to:

- A. Perform artistic and fantasy dance entertainment at the **Premises** (which is permitted by the law) during the hours of each leased time for which she has leased the **Premises**. In consultation with the **Entertainer Tenants** who lease space on the **Premises**, **Property Owner** shall establish a fixed fee for the use of space for private, champagne and table dances) performed on the **Premises** (referred to as "**Private Room Space Rent**"), and the **Entertainer Tenant** agrees to keep the rest of the money she charges as it is her money and for the artistic and fantasy dance performance. Nothing contained in this **Lease**, however, shall limit the **Entertainer Tenant** from seeking and/or obtaining "personal tips" and/or gratuities over-and-above the established lease space rent for such entertainment time. The parties specifically acknowledge and agree that **Dance Performance Fees** are neither tips nor gratuities, but are, rather, service charges to the customer for the purchase of a personal private room dance performance with the **Entertainer Tenants**. The space rental goes to the **Property Manager**, the remainder is kept by the **Entertainer Tenant**.

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- B. Apply for, obtain and maintain in full force and effect, any and all required licenses and/or permits.
- C. Comply with and not violate any federal, state, or local laws or governmental regulations. The **Entertainer Tenant** acknowledges, understands and agrees that any conduct by her that is in violation of any such law or regulation is beyond the scope of her authority pursuant to this Lease, and constitutes a breach of the terms of this Lease. The **Entertainer Tenant** would personally be responsible for any criminal act.
- D. Record and maintain accurate, personal daily records of all income earned while performing on the **Premises**, in accordance with all federal, state, and local taxation laws for her own records, not the clubs.
- E. Be knowledgeable of all federal, state and local laws and governmental regulations that apply to **Entertainer Tenant's** conduct while on the **Premises**.

6. **Conditions & Compliance of Space Usage:** **Property Owner** shall have the right to impose such conditions upon the use of the **Premises** by the **Entertainer Tenant** as **Property Owner**, in its sole and absolute discretion, deems necessary in order to ensure that:

- A. No damage to the **Premises** occurs;
- B. The property is used in a safe fashion for the benefit of all entertainers, patrons, and others;
- C. No violations of the applicable laws and governmental regulations occur.
- D. Basic internal systems are followed to insure maximum return on lease investment by **Entertainer Tenant**.

The **Entertainer Tenant** agrees to comply with all such conditions. The **Entertainer Tenant** also agrees to be responsible for any damages caused to the **Premises**, and/or to any of **Property Owner's** personal property, furniture, fixtures, inventory, stock or equipment, and shall reimburse **Property Owner**, **Property Owner** as additional rent the actual costs incurred to repair such damages or to replace such damaged personal property, furniture, fixtures, inventory, stock or equipment caused directly by the **Entertainer Tenant**.

7. **Business Relationship of Parties:**

- A. The parties acknowledge that the business relationship created between **Property Owner** and the **Entertainer Tenant** is that of a Landlord and the **Entertainer Tenant** of the joint and non-exclusive leasing of the **Premises**, and that this relationship is a material (meaning important) part of this Lease. **THE PARTIES SPECIFICALLY DISAVOW ANY EMPLOYMENT RELATIONSHIP BETWEEN THEM**, and agree that this Lease shall not be interpreted as creating an employer/employee relationship.
- B. **Property Owner** and the **Entertainer Tenant** acknowledge that if the relationship between them was that of employee and employer, **Property Owner** would be entitled to collect and retain all **Dance Performance Fees** paid by customers to the **Entertainer Tenant**. The **Entertainer Tenant** specifically acknowledges here that in the circumstance of an employer/employee relationship, these fees would be the sole and exclusive property of the **Property Owner** – and that the **Entertainer Tenant** would be paid on an hourly basis at a rate equal to the applicable minimum wage, reduced by any maximum "tip credit", as may be allowed by law (regarding this "tip credit", under the law in states where it is permitted, an employer is currently allowed to reduce minimum wage payments down to 1/2 the



minimum usage an hour as long as the tips of the employee bring the hourly income of the individual up to at least the full minimum wage rate). Under such an employment arrangement, the Entertainer Tenant would further be entitled to retain "tips" and/or gratuities -- **but not Dance Performance Fees** -which she may collect while performing on the Premises, although Property Owner is permitted to require the Entertainer Tenant to share a portion of her tips with other tipped employees as assistance fee's.

The parties specifically acknowledge that the Entertainer Tenant right to obtain and retain Dance Performance Fees pursuant to this Lease is specifically contingent and conditioned upon the acknowledged business relationship of the parties as being that of Landlord and the Entertainer Tenant as is stated in subparagraph 7A.

The parties additionally acknowledge that if there were the relationship between them to be that of employer and employee, the Entertainer Tenant could be terminated at any time without cause and will and without prior notice or warning, and that Property Owner would be entitled to control the Entertainer Tenant Leased Space schedule and the hours of work, job responsibilities, physical presentation (make-up, hairstyle, etc); costumes and other wearing apparel, music, work habits, the selection of her customers, the nature, content, character, manner and means of her performances, and her ability to perform at other locations and for other businesses. The Entertainer Tenant hereby represents that she desires to be able to make all of these choices herself and without the control of the Property Owner. The Property Owner and the Entertainer Tenant agree by the terms of this Space Lease that all such decisions are exclusively reserved to the control of the Entertainer Tenant.

**AN ENTERTAINER TENANT FURTHER SPECIFICALLY REPRESENTS THAT SHE DOES NOT DESIRE TO PERFORM AS AN EMPLOYEE OF THE OWNER SUBJECT TO THE EMPLOYMENT TERMS AND CONDITIONS OUTLINED IN THIS SUBPARAGRAPH 7B, BUT, RATHER, DESIRES TO PERFORM AS A ENTERTAINER TENANT CONSISTENT WITH THE OTHER PROVISIONS OF THIS LEASE.**

- C. If any court, tribunal, or governmental agency determines that the relationship between the parties is something other than that of Landlord / Entertainer Tenant and that the Entertainer Tenant is then entitled to the payment of monies from Property Owner, all of the following shall apply:
- i. In order to assure that Property Owner is not unjustly harmed and that the Entertainer Tenant is not unjustly enriched by the parties having financially operated pursuant to the terms of this Lease, Property Owner and the Entertainer Tenant agrees that the Entertainer Tenant shall surrender, reimburse and pay to Property Owner, all Net Dance Performance Fees (which are defined as Dance Performance Fees remaining after the payment of lease time rent, additional rent, and contract damages) earned by the Entertainer Tenant at any time while performing on the Premise; all of which would otherwise have been received and kept by Property Owner had they not been retained by the Entertainer Tenant under the terms of this Lease;
  - ii. Any payment deemed owed by Property Owner to the Entertainer Tenant shall be determined based upon the pay arrangement set forth in subparagraph 7B.
  - iii. The relationship of the parties shall immediately convert to an arrangement of employer and employee upon the terms as set forth in subparagraph 7B.

**8. Taxes:** The Entertainer Tenant shall be exclusively responsible for, and shall pay,

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all federal, state, local taxes and contributions imposed upon any income earned by the **Entertainer Tenant** while performing on the **Premises** (including, but not limited to income taxes and social security withholding). If the **Entertainer Tenant** fails to pay any applicable income taxes and **Property Owner** is later held accountable by any court, tribunal, or governmental agency for the payment of taxes on income generated by the **Entertainer Tenant** while performing on the **Premises**, **Entertainer Tenant** shall pay to **Property Owner** as damages for the breach of this obligation a portion of **Net Dance Performance Fees** earned by the **Entertainer Tenant** equal to the amount of taxes, interest, and penalties that **Property Owner** is required to pay.

**9. Costumes:** The **Entertainer Tenant** shall supply all of her own costumes and wearing apparel of any kind or nature. **Property Owner** shall not be responsible for such decisions, or control in any way the choice of costumes and wearing apparel selected by the **Entertainer Tenant**. All costumes and wearing apparel selected by the **Entertainer Tenant** must, however, comply with all applicable laws and governmental regulations.

**10. Nature of Performance:** **Property Owner** shall have no right to direct or control the nature, content, character, manner or means of the **Entertainer Tenant** entertainment services or her performances. The **Entertainer Tenant** agrees, however, to perform live artistic & fantasy entertainment while leasing the **Premises** (which is permitted by law)

**11. Material Breach:** **Property Owner** materially breaches this **Lease** by failing to provide to the **Entertainer Tenant** the leased portion of the **Premises** on any day or night as leased by the **Entertainer Tenant**. Any of the following conduct by the **Entertainer Tenant** shall constitute a material breach of this **Lease**:

- A. Failing to maintain any and all required licenses and/or permits;
- B. Violating any federal, state, or local law or regulation while on the **Premises**.
- C. Failing to comply with **Usage of Space Lease Conditions & obligations**.
- D. Failing to pay any **Space Lease Fees / Damages** and/or additional rent's when due;
- E. Engaging in disruptive or unlawful behavior while on the **Premises**.
- F. Failing to pay in a timely way any assessed lease contract damages;
- G. Claiming the business relationship with **Property Owner** as being other than that of a Landlord and the **Entertainer Tenant**, contrary to Paragraph 7A of this **Lease**; or
- H. Violating any public health or safety rules or concerns.

**12. Termination of the Space Lease:** Either party may terminate this **Space Lease**, without cause. Upon material breach, the non-breaching party may terminate this **Lease** immediately with zero notice to the other party, or as otherwise provided by law. Nothing in this paragraph, however, shall allow the **Entertainer Tenant** to perform on the **Premises** without a valid license, with picture or to continue to engage in conduct in violations of any laws, regulations, or public health or safety rules or concerns.

In lieu of terminating this **Space Lease** upon the material breach by the **Entertainer Tenant** of the provisions set forth in subparagraph 11E, **Property Owner** may, at its option, assess as contract damages for that material breach, an amount not to exceed the contract damage amount set forth Paragraph (3) for a missed **Lease Time**. In lieu of or in addition to cancelling this **Lease** upon the material breach by the **Entertainer Tenant** of the provisions as set forth in subparagraph 11G, **Property Owner** may, at its option and in addition to any other remedies that may be available to **Property Owner** by law or as are contained in this **Lease**, do either or both of the following:

- A. Assess contract damages against the **Entertainer Tenant** equal to all **Net Dance Performance Fees** earned by the **Entertainer Tenant** pursuant to this Lease;
- B. After the relationship between the parties to that of an employment arrangement as it is described in subparagraph 7B of this Lease.

**13. Assignment/Non-Exclusivity.** This **Space Lease** is acknowledged to be personal in nature. This means that the **Entertainer Tenant** has no right to sublease her rights to the use of the **Premises**, or to assign this **Space Lease** or any rights or obligations contained in it, to any other person without the express written consent of **Property Owner**. However if the **Entertainer Tenant** is unable to fulfill her contractual obligations during any scheduled **Lease Time**, the **Entertainer Tenant** shall have the right to substitute the services of any licensed (if legally required) **the Entertainer Tenant** who has also enter into the **Entertainer Tenant Performance Lease** with the **Property Owner**. Any such substitution shall not, however, relieve the **Entertainer Tenant** of the rent, additional rent, and lease contract damage obligations as contained in this **Lease**, if a substitute the **Entertainer Tenant** fails to pay any **Lease Time Rent**, additional rent, and/or contract damages that are due to **Property Owner** as a result of the substitute's lease obligations.

The **Entertainer Tenant** obligations under this **Space Lease** are non-exclusive; meaning that the **Entertainer Tenant** is free to perform her entertainment activities at businesses or locations other than at **Property Owner's Premises**.

**14. Property Owner's Additional Obligations.** In addition to leasing the **Premises**, **Property Owner** shall:

- A. Provide to the **Entertainer Tenant**, at **Property Owner's** expense, music for use on the **Premises**, lighting, and dressing room facilities (for getting ready, using restroom, make-up, hair touch-up and changing costumes, etc.)
- B. Pay any and all copyright fees due relative to the music used on the **Premises**; and
- C. Advertise the business in a commercially reasonable manner for the benefit of both the **Entertainer Tenant** and **Property Owner**. This does not, however, prohibit the **Entertainer Tenant** from advertising her services in any manner or fashion as she so desires. The club actually recommends the **Entertainer Tenant** control individual branding as an **Entertainer Tenant**.

**15. Nature of Business.** The **Entertainer Tenant** acknowledges that she understands:

- 1). The nature of the business operated at the **Premises** is that of an alcohol premises that offers forms of entertainment, music, food, TV's, performances, entertainment, and fantasy discussions with patrons.
- 2). **Entertainer Tenants** may be subjected to explicit language.
- 3). **Entertainer Tenant** may be subjected to advances by customers, to depictions or portrayal of explicit fantasy sexual conduct, or to similar types of behavior. The **Premises** frown on this type of behavior and will reject then offenders.

The **Entertainer Tenant** states and represents that she is not and will not be offended by such conduct, depictions, portrayals, and language, and that she assumes any and all risks associated with being subject to these matters.

**16. Privacy.** The **Entertainer Tenant** and **Property Owner** acknowledge that privacy and personal safety are material concerns to the **Entertainer Tenant**.

Accordingly, **Property Owner** shall not disclose to any persons who are not associated with the **Property Owner**, or to any governmental entity, department, or

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agency, the legal name of the **Entertainer Tenant**, or her address, or her telephone number, without prior written authorization of the **Entertainer Tenant**, or as may be required by law.

17. **Severability.** In the event that any term, paragraph, subparagraph, or portion of this Lease is declared to be illegal or unenforceable, this Lease shall, to the extent possible, be interpreted as if that provision was not a part of this Lease; it being the intent of the parties that any illegal or unenforceable portion of this Lease, to the extent possible, be severable from this Lease as a whole. This paragraph shall not apply, however, to the circumstance of a judicial or administrative determination that the business relationship between the **Entertainer Tenant** and **Property Owner** is something other than that of Landlord and the **Entertainer Tenant**, which shall be controlled by the provisions of subparagraph 7C in this Lease.

18. **Miscellaneous:**

- A. This Lease shall be interpreted pursuant to the laws of the State in which the **Property Owner** is located.
- B. In the event that **Property Owner** commences legal action against the **Entertainer Tenant** to enforce any of the provisions of this Lease, or is required to defend against claims in any court or administrative proceeding which have been made by the **Entertainer Tenant** against **Property Owner** arising either out of the terms of this Lease or the business relationship between the parties, if **Property Owner** is the prevailing party in that legal action or proceeding, **Property Owner** shall be entitled to reimbursement from the **Entertainer Tenant** for any and all costs and expenses which **Property Owner** has incurred in conjunction with such legal action or proceeding, including actual reasonable attorney fees.

19. **Arbitration/Waiver of Class and Collective Actions/Attorney Fees and Cost:**

- A. **Binding Arbitration.** Any and all claims and/or controversies between the **Entertainer Tenant** and the **Club** (and any other persons or entities associated the **Club**, including but not limited to related corporations, parent corporations, subsidiaries, affiliates, officers, directors, shareholders, members, managers, employees, and/or agents), including any and all claims that arises from conduct that predates this Agreement or which arises thereafter and regardless of whether such claims sound in statute, a local regulation or arise from any other source, (except for an administrative charge before an administrative agency) shall be exclusively decided by binding arbitration held pursuant to and in accordance with the Federal Arbitration Act ("FAA") and shall be decided by a single neutral arbitrator agreed upon by the parties, who shall be permitted to award, subject only to the restrictions contained in this Paragraph 19 and in accordance with the severability provisions of Paragraph 19, any relief available in a court. All parties waive any right to litigate such controversies, disputes, or claims in a court of a law, and waive the right to trial by jury.

The arbitrator shall only have the authority to hear a claim brought on behalf of a single individual against the **Club**; and has no authority to hear a claim brought by multiple individuals, or a class, or to consolidate the claims of multiple individuals into a single proceeding, except with the signed consent of all parties to the proceeding. In the event an action is brought in arbitration on behalf of multiple individuals or on behalf of a class that is signed by all parties, the arbitrator shall have only the authority to divide the action into individual proceedings, each then to be heard by a separate individual arbitrator.

In the event that the parties are unable to mutually agree upon an arbitrator, either party may apply to the American Arbitration Association ("AAA") for the selection of an arbitrator. Any arbitration shall be conducted consistent with the rules of the

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AAA, except as expressly or implicitly modified by this agreement. In the event that the dispute relates to an "Employment Related Claim" (i.e. on arising under an actual or asserted employment law, statute, or regulation, and/or one which would otherwise be administered by AAA under its Employment Rules) then the AAA Employment Rules shall apply. All other disputes shall be governed by the AAA Commercial Rules.

In arbitration, all parties shall have the right to be represented by legal counsel; the arbitrator shall permit only that minimal discovery which is necessary to prosecute/defend the actual claim then pending before the arbitrator and all discovery, including responses and documents produced shall be deemed confidential and shall only be used and/or disclosed in relationship to the then pending proceeding. The parties shall have the right to subpoena witnesses in order to compel their attendance at hearing and to cross examine witnesses, the proceedings shall be conducted in accordance with the requirements of rudimentary due process required of arbitrations, and the arbitrator's decision shall be in writing and shall contain findings of fact and conclusions of law. The arbitrator's decision shall be final, subject only to review under standards set forth in the FAA. For any claims based upon an employment related statute, such as the Fair Labor Standards Act or other similar federal or state statute, the Club shall pay all fees that the Entertainer Tenant would not have had to pay in a court proceedings.

All arbitrations will be paid for by 50% of the Plaintiff & 50% by the Defendant until the arbitration process is settled.

The arbitrator shall have the exclusive authority to resolve any and all disputes over the validity of any part of this agreement and any award by the arbitrator may be entered as a judgment in any court having jurisdiction.

- B. Cost and Fees:** Any judgment, order, or ruling arising out of a dispute between the parties shall, to the extent permitted by applicable law, award costs incurred for the proceedings and reasonable attorney fees to the prevailing party. This provision shall not, however, apply to an Employment Related Claim prosecuted under a federal or state statute that provides for the award of fees and costs to a prevailing party. In such circumstances, the federal or state statute shall govern the award of fees and costs related to any non-statutory claims. Notwithstanding the forgoing, nothing shall restrict the Arbitrator from awarding the Club costs and/or attorney fees in the event that the Arbitrator determines that a claim is frivolous, pursued in bad faith, and/or conducted in a manner that multiplies the proceedings unreasonably and/or veraciously.

In the event that a party files a claim in Court in contravention of this agreement to arbitrate the Court shall award a party its costs and reasonable attorney fees incurred by it in successfully moving to compel arbitration.

- C. Class and Collection Action Waiver:** Entertainer Tenant agrees that all claims or disputes between the Entertainer Tenant and the Club (and any other persons or entities associated with the Club, including but not limited to related corporations, parent corporations, subsidiaries, and affiliates, officers, directors, shareholders, members, managers, employees, and/or agents) will be brought individually; that he/she will not consolidate his/her claims with the claims of any other individual; that he/she will not seek class or collective action treatment for any claim that he/she may have; the he/she will not participate in any class or collective action against the Club or against any persons or

entities associated with the Club. If at any time **Entertainer Tenant** is made a member of a class in any proceedings, he/she will "opt out" at the first opportunity, and should any third party pursue any claims on his/her behalf, **Entertainer Tenant** shall waive his/her rights to any monetary recovery from such action. In other words the Entertainer Tenant expressly waives his/her right to prosecute, participate in, or pursue a class or collective action and/or other joint proceedings against the club and any other persons or entities associated with the Club, including but not limited to related corporations, parent corporations, subsidiaries, and affiliates, officers, directors, shareholders, members, managers, employees and/or agents).

This paragraph 19(c) shall survive any judicial determination that the arbitration agreement contained herein is unenforceable for any reason.

**D. Survival:** All provisions and subparagraphs of this paragraph 19 shall survive termination of this agreement

**IT IS THE POLICY OF THE CENTERFOLD CLUB NOT TO ENTER INTO A SPACE LEASE WITH AN ENTERTAINER TENANT WHO IS UNDER THE AGE OF EIGHTEEN (18), AND THIS SPACE LEASE IS NULL AND VOID IF THE ENTERTAINER TENANT IS NOT OF SUCH AGE. ENTERTAINER TENANT SPECIFICALLY REPRESENTS AND GUARANTEES THAT SHE IS EIGHTEEN (18) YEARS OF AGE OR OLDER, THAT SHE HAS PROVIDED—OR WILL PROVIDE—UPON REQUEST APPROPRIATE IDENTIFICATION VERIFYING HER AGE, AND THAT SUCH IDENTIFICATION IS VALID AND AUTHENTIC.**

**(THE ENTERTAINER TENANT'S INITIALS)** \_\_\_\_\_

THIS "SPACE LEASE CONDITIONS OF SPACE USAGE" ARE NOT INTENDED TO BE AN EMPLOYMENT CONTRACT OR PART OF A JOB CONTRACTUAL AGREEMENT BETWEEN THE ENTERTAINER TENANT AND THE CLUB. THE CLUB RESERVES THE RIGHT TO MODIFY, DELETE, OR ADD TO ANY OF THE CONDITIONS CONTAINED HEREIN WITHOUT NOTICE, AND RESERVES THE RIGHT TO CANCEL ENTERTAINER TENANT SPACE LEASE AT ANY TIME, WITH OR WITHOUT NOTICE OR CAUSE UPON BREACH OF THIS SPACE LEASE AGREEMENT OR SPACE LEASE USAGE TERMS.

I understand the statements and requirements expected of me under this Space Lease.

<u>Lugg</u>	<u>2/24/8</u>
Entertainer Tenant Stage Name	Date
<u>RLH</u>	<u>5/2/86</u>
Sign Real Name	Date of Birth
<u>R. L. Campbell</u>	
Print Name	<u>2-24-18</u>
Management	Date

**\*Put in file**



**THE CENTERFOLD CLUB**  
**Part 3: ENTERTAINER TENANT SPACE LEASE**  
**AGREEMENT WAIVER**

I understand that the relationship between myself and **THE CENTERFOLD CLUB** is that I am Leasing Space and Time. I understand that I am not an employee of **THE CENTERFOLD CLUB** and that **THE CENTERFOLD CLUB** has no duty to withhold any taxes on my behalf or for my benefit.

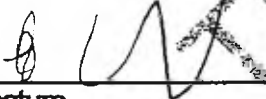
I have provided my legal name, address, social security number and driver's license number to **THE CENTERFOLD CLUB** to meet State & Federal I.D. regulations. I consent and allow **THE CENTERFOLD CLUB** to disclose this information to the State Department of Revenue and/or The Internal Revenue Service, upon request.

I hereby waive and hold harmless **THE CENTERFOLD CLUB**, and its employees, from the responsibility of reporting, withholding, and disclosure of any income earned or received by me.

I understand, because I am not an employee, I am not eligible for workers compensation or state unemployment while leasing space here or after I leave respectively.

I understand the Property Owner may use my pictures to promote the club once I have lease space here. I give the Property Owners the right to use my pictures to promote the club for me and his usage of these pictures will bring me income which will suffice a payout for my picture usage.

I also understand that I am responsible to disclose and report my income earned while working in this Space Lease and Time arrangement within **THE CENTERFOLD CLUB** to the Department of Revenue and/or The Internal Revenue Service.

  
Signature

Brady Campbell  
Printed Name

2/24/00  
Date of Signature

\*\*1 copy to signee and original goes in file.

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**THE CENTERFOLD CLUB**  
**Part 4: ENTERTAINER TENANT SPACE LEASE AGREEMENT**  
**FOR USE OF PREMISES**

(ANSWER YES OR NO)

No I HAVE BEEN CONVICTED FOR FELONY POSSESSION OR SALE OF DRUGS.

No I HAVE BEEN CONVICTED OF PROSTITUTION OR SOLICITATION.

No I HAVE HAD A ENTERTAINER TENANT LEASE OR CLUB POSITION TERMINATED BECAUSE OF MY USE OF DRUGS OR PROMOTING PROSTITUTION.

Yes I UNDERSTAND THAT I AM A ENTERTAINER TENANT AND THE OWNERS OF THE PREMISES ARE NOT RESPONSIBLE FOR UNLAWFUL ACTS CONSTITUTED ON MY PART.

Yes I AGREE TO BE EXCLUSIVELY RESPONSIBLE FOR FEDERAL, STATE, LOCAL TAXES AND CONTRIBUTIONS IMPOSED OR REQUIRED AT ANY TIME BY UNEMPLOYMENT, WORKERS COMPENSATION, SOCIAL SECURITY, MEDICARE OR INCOME TAX LAWS OR ANY OTHER APPLICABLE LAWS, RULES OR REGULATIONS IN CONNECTION WITH ANY MONEY EARNED BY ME AT THE PREMISES.

Yes AS AN ENTERTAINER TENANT, I WILL CARRY MY OWN PERSONAL LIABILITY INSURANCE. I AGREE THE LEASER IS NOT LIABLE FOR ANY INJURIES SUSTAINED BY ME ON THE PREMISES OR PROPERTY AT ANY TIME.

Yes I UNDERSTAND THAT GIVING FALSE INFORMATION ON MY SPACE LEASE APPLICATION WILL BE REASON FOR THE IMMEDIATE CANCELLATION OF MY ENTERTAINER TENANT SPACE LEASE.

Eugene 7/24/18  
Entertainer Tenant Stage Name Date  
Blaude Campbell 5/2/86  
Legal Name (print) Date of Birth

1 copy to Entertainer Tenant and original in the file.



## THE CENTERFOLD CLUB

### Part 5. I CHOOSE TO BE A ENTERTAINER TENANT AND NOT AN EMPLOYEE.

# I Choose To Be An ENTERTAINER TENANT	vs.	# I Choose To Be An EMPLOYEE
<p>1. As an Entertainer Tenant, all of my earnings will come from my customers. The harder I apply my trade, the more money I can make. I will charge my customers for my ET performances; the money that I receive from them will be my money. I will be able to take home money at the end of the day, and I will be solely responsible for taking care of and paying all of the taxes I owe on this income. I will pay a space lease fee to the Club for the ability to perform here. I will pay assistance fees as stated in my Entertainer Tenant Agreement and any mandatory damages I cause. I will pay "Lease Space Time &amp; Rental" for Champaign Private Rooms. As stated in my "Entertainer Tenant Lease" I can review a copy of my "Entertainer Tenant Lease" to see the currently established amount of those lease space fees and rental costs.</p>		<p>1. As an Employee, I would be paid on an hourly basis at a rate equal to the applicable minimum wage, reduced by any maximum tip credit" as may be allowed by law, and I will also be paid a commission fee equal to 10% of the price of all non-specialty dances that I perform over 10 dances. Regarding this tip credit," the laws in certain states permit an employer to reduce minimum wage payments down to as low as \$4.65 per hour as long as the tips of the employee bring the hourly income of the individual up to at least the full minimum wage rate of \$8.30 an hour. If I have any questions as to whether a tip credit minimum wage is permitted in this state, I will ask the Property Manager.</p>
<p>2. As an Entertainer Tenant, the dance fees I charge my customers, minus "Entertainer Tenant Lease" payouts, are mine to keep.</p>		<p>2. As an Employee, the dance fees I charge customers, 100% belongs to the Club. I will have to turn them over to Management before the end of my shift.</p>
<p>3. As an Entertainer Tenant, I keep track of my own income. I do not report my dance fees or income to the Club. I can take tax deductions for travel, advertising, make-up, costumes, props, tanning, health clubs, cosmetic surgery, etc., as allowed by law.</p>		<p>3. As an Employee, I must, by law, report all of my tip income to the Club. I cannot deduct from my taxes the incidental expenses of my employment. In addition, by law the club will be required to pay the IRS, out of the wages due to me, taxes owed on my tip income. If I make a substantial amount in tips, this could result in me receiving a "zero" pay check. If I have questions about this, I know to consult my accountant.</p>
<p>4. As an Entertainer Tenant, I am not required to "tip out" any Club employee. Set space lease and support costs exist, which I agree to pay as part of overhead for my business.</p>		<p>4. As an Employee, I will be required to pay 5% of my daily tip income into a "tip pool," which will be distributed to other non-dancer regularly tipped Club Employees.</p>
<p>5. As an Entertainer Tenant, I will lease space as I wish, where I wish.</p>		<p>5. As an Employee, the Club will select my schedule (both days and times).</p>
<p>6. As an Entertainer Tenant, I can perform for whoever I choose, and can reject any customers I want.</p>		<p>6. As an Employee, I will be required to perform for all customers.</p>
<p>7. As an Entertainer Tenant, I will never be required to engage in any Club promotions or advertising.</p>		<p>7. As an Employee, I will be required to participate in various Club promotions and advertising.</p>
<p>8. As an Entertainer Tenant, I will never be required by the Club to give "free" dances to anyone.</p>		<p>8. As an Employee, I will be required to give "free" dances, at the discretion of Management.</p>
<p>9. As an Entertainer Tenant, I will have the flexibility to choose my own costumes.</p>		<p>9. As an Employee, I will be required to wear the costumes selected by the Club. I will be provided one costume per month by the Club, which the club will pay for.</p>

10. As an Entertainer Tenant, I will determine my own appearance.	10. As an Employee, my appearance must comply with Club standards. Management will tell me how to wear my hair and how my make-up should look.
11. As an Entertainer Tenant, I can work for as many Clubs as I choose.	11. As an Employee, I will be required to perform as an Entertainer at this Club, ONLY.
12. As an Entertainer Tenant, I will never be required to fill in for other Club jobs.	12. As an Employee, I will be required to fill in for other Employees, such as Bartenders, Waitresses, or Door persons, as needed.
13. As an Entertainer Tenant, I will not be given any training. I will be expected to come to the Club with the necessary skills to be an Entertainer Tenant. I may perform in any lawful manner of my own choosing and I will not have to meet any type of "performance standards" set by the Club.	13. As an Employee, I will be required to undergo Entertainer Tenant training, and I must perform consistent with the standards set in that training to maintain my job.
14. As an Entertainer Tenant, I will lease space daily. The Club will not be able to cancel my "Entertainer Tenant Lease" during that period except upon the specific reasons listed in the "Entertainer Tenant Agreement."	14. As an Employee, my employment will be "at will," which means I know I can be fired at any time, without cause and without prior notice.
15. As an Entertainer Tenant, if I am injured at the Club, I will not be covered by Worker's Compensation Insurance. But I can sue the Club, if it is at fault and my only limits of recovery are those that may be imposed by state law or contractual obligations already agreed to by me.	15. As an Employee, if I am hurt at work, my sole recourse against the Club will be for "Worker's Compensation" benefits. I would not have to prove the Club was at fault, but I will be subject to the limits of that coverage.
16. As an Entertainer Tenant, I will not be entitled to unemployment compensation benefits either if my space lease expires, or if the Club cancels it for any of the reasons listed in the "Entertainer Tenant Agreement."	16. As an Employee, if I was fired, I may be entitled, if I have worked a sufficient period of time and satisfy other legal requirements, unemployment compensation benefits. These benefits are for a fixed period of time and are set by law. They are based on my claimed income.
17. As an Entertainer Tenant, the amount of "vacation" time I can take is unlimited, but I know I will not get paid for it by the Club.	17. As an Employee, I would be entitled to a paid vacation after one year of employment. However, the time of my vacations must be approved by Management in advance.
18. As an Entertainer Tenant, I will be acknowledging that I am not entitled to benefits under the Fair Labor Standards Act, Equal Employment Opportunity laws, or other laws that protect Employees.	18. As an Employee, I would be entitled to certain legal protections under the Fair Labor Standards Act, the Equal Employment Opportunity laws, and other laws that protect Employees.

☒ I wish to be an Entertainer Tenant & lease space

☐ I want to be an Employee and be paid hourly as a Bartender, Hostess, Waitress or Shot Girl.\*\*

Brandi Campbell  
 Print Real Name  
Brandi Campbell  
 Entertainer Tenant Name  
2/24/18  
 Date

**\*\***  
**If you choose this**  
**option, stop**  
**completing the**  
**paperwork now and**  
**speak to the Property**  
**Manager.**

## THE CENTERFOLD CLUB

### Part 6: REQUIREMENTS FOR U.S. CITIZENSHIP OR AUTHORIZATION FORM

**Entertainer Tenants must have one form of I.D. U.S. citizenship or U.S. authorization form!!**

Please read instructions carefully before completing this form. The instructions must be available during completion of form.

**ANTI-DISCRIMINATION NOTICE:** It is illegal to discriminate against work eligible individuals. Lessors CANNOT specify which document(s) they will accept from an Entertainer Tenant. The refusal to lease space to an individual because the documents have a future expiration date may also constitute illegal discrimination.

**Section 1. Entertainer Tenant and Verification.** To be completed and signed by the Entertainer Tenant at the time employment begins.

Print Name	Last <u>Campbell</u>	First <u>BRANDI</u>	Middle Initial	Maiden Name
Address	<u>[REDACTED]</u>			Date of Birth
City	State	Zip Code	Social Security #	
I am aware that federal law provides imprisonment and/or fines for false statements or use of false documents in connection with the completion of this form.		I attest, under penalty of perjury, that I am (check one of the following):		
		<input checked="" type="checkbox"/> A citizen or national of the United States		
		<input type="checkbox"/> A lawful permanent resident (Alien #) _____		
		<input type="checkbox"/> Alien, authorized to work until _____ (Alien # or Admission #) _____		
Entertainer Tenant Signature				Date
Certification: I attest, under penalty of perjury, that I have examined the document(s) presented by the above named Entertainer Tenant, that the above listed document(s) appear to be genuine and to relate to the Entertainer Tenant name that the Entertainer Tenant began the Lease Space Agreement on (month/day/year) _____ and that the best of my knowledge the Entertainer Tenant is eligible to work in the United States.				
Signature of Manager or Authorized Company Representative				Date <u>2-24-18</u>

#### LIST OF ACCEPTABLE DOCUMENTS

Just need one, preferably with a picture.

LIST A	LIST B	LIST C
Documents that establish both identity and Entertainer Tenant lease eligibility	Documents that establish identity	Documents that establish employment eligibility
1. U.S. Passport (unexpired or expired)	1. Driver's license or ID card issued by a state or outlying possession of the United States provided it contains a photograph or information such as name, date of birth, gender, height, eye color and address	1. U.S. Social Security card issued by the Social Security Administration (other than a card stating it is not valid for employment)
2. Permanent Resident Card or Alien Registration Receipt Card (Form I-551)	2. ID card issued by federal, state or local government agencies or entities, provided it contains a photograph or in	2. Certification of Birth Abroad Issued by the Department of State (Form FS-545 or Form DS-1350)
	3. School ID card with photograph	3. Original or certified copy of a birth certificate issued by a state, county, municipal authority or outlying possession of the United States bearing an official seal

**ENTERTAINER TENANT FILE ONLY**

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**THE CENTERFOLD CLUB**  
**Part 7: ENTERTAINER TENANT DRUG POLICY AGREEMENT**

I, Brand Campbell UNDERSTAND AND AGREE THAT THE **CENTERFOLD CLUB** IS AND MUST REMAIN A DRUG FREE ESTABLISHMENT. WHILE I UNDERSTAND THAT I CANNOT BE RESPONSIBLE FOR ALL OF THE PATRONS OF THE **CENTERFOLD CLUB**. I DO HAVE AN OBLIGATION TO REPORT TO MANAGEMENT ANYTIME A CUSTOMER OFFERS ME NARCOTICS OR ASKS ME ABOUT GETTING NARCOTICS FOR THEM. I ALSO AGREE TO NOTIFY MANAGEMENT IF I SEE ANYONE IN THE ESTABLISHMENT WITH NARCOTICS.

I FURTHER UNDERSTAND THAT THE POSSESSION OF ANY NARCOTICS IS ILLEGAL IN THIS STATE TO POSSESS. I AGREE THAT WHILE I AM WORKING AT THE **CENTERFOLD CLUB** WILL NOT USE OR POSSESS ANY ILLEGAL DRUG OR SUBSTANCE AT THE ESTABLISHMENT UNLESS IT IS A PRESCRIPTION DRUG IN THE ORIGINAL CONTAINER PRESCRIBED FOR ME BY A LICENSED PHYSICIAN.

I KNOW AND AGREE THAT WHILE I AM WORKING AT THE **CENTERFOLD CLUB** I AM SUBJECT TO RANDOM SEARCHES BY MANAGEMENT AND IN-HOUSE SECURITY. I REALIZE THAT AT ANY TIME THE LOCKER I PUT ITEMS IN, DRESSING AREA OR ANY PERSONAL BELONGINGS I BRING INTO THE ESTABLISHMENT IS SUBJECT TO BEING SEARCHED FOR CONTROLLED SUBSTANCES.

I AGREE TO THIS POLICY AND AGREE THAT I WILL NOT CONSUME OR POSSESS ANY ILLEGAL SUBSTANCES OR HAVE ANY DRUGS PARAPHERNALIA WHILE I AM AT THIS ESTABLISHMENT.

I UNDERSTAND THE STATEMENTS AND REQUIREMENTS EXPECTED OF ME UNDER THIS JOB DESCRIPTION.

[Signature] Brand Campbell 2/27/18  
Sign Name Print Real Name Date

\* 1 copy to Entertainer Tenant and original in the file.

\*\* All Entertainer Tenant positions

## **THE CENTERFOLD CLUB**

### **Part 8: SEXUAL HARASSMENT POLICY**

**THE CENTERFOLD CLUB** believes that I should be afforded the opportunity to lease space in a environment free of sexual harassment. Sexual harassment is a form of misconduct that undermines our relationship of all involved. No person, either male or female, should be subjected physically to unsolicited or unwelcomed sexual overtures or conduct.

Sexual harassment refers to behavior that is not welcome, that is personally offensive, and that hurts morale and, therefore, interferes with your effectiveness.

Behavior that amounts to sexual harassment may result in disciplinary action, up to and including dismissal to any Employee doing this to an Entertainer Tenant. Should a Entertainer Tenant be guilty of this type of infraction, their Entertainer Tenant Space Lease will be immediately cancelled.

#### **DEFINITION:**

The EEOC defines sexual harassment as unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature where:

- Submission to such conduct is made either explicitly or implicitly a term or condition leasing space
- Submission to or rejection of such conduct by you is used as the basis for space lease decisions affecting you.
- Such conduct has the purpose or effect of unreasonably interfering with your lease space performance or creating an intimidating, hostile or offensive space lease environment.

**THE CENTERFOLD CLUB** wants you to have a space lease environment that is free of sexual harassment by Property Management personnel, by employees and by others with whom you must interact in the course of my space lease; Sexual harassment is specifically prohibited as unlawful and as a violation of **THE CENTERFOLD CLUB** policy. **THE CENTERFOLD CLUB** is committed to preventing sexual harassment in the workplace, for taking immediate corrective action to stop sexual harassment in your lease space and for promptly investigating any allegation of lease-related sexual harassment.

#### **OUR COMMITMENT:**

**THE CENTERFOLD CLUB** wants you to have a lease space environment free of sexual harassment by Property Management personnel, by Employees and by others with whom you must interact with in the course of your leasing space. Sexual harassment is specifically prohibited as unlawful and as a violation of **THE CENTERFOLD CLUB** policy. **THE CENTERFOLD CLUB** is committed to preventing sexual harassment in the workplace, for taking immediate corrective action

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to stop sexual harassment on our property and for promptly investigating any allegations of sexual harassment while on our property.

#### COMPLAINT PROCEDURE:

I have been told that if I experience or witness sexual harassment in your lease space to report it immediately to the Property Manager. I may also report harassment to any other member of **THE CENTERFOLD CLUB**'s Ownership. All allegations of sexual harassment will be quickly investigated confidentiality for myself and the alleged harasser will be protected against unnecessary disclosure. When the investigation is completed, I will be informed of the outcome of that investigation.

#### RETALIATION IS PROHIBITED:

**THE CENTERFOLD CLUB** will permit no retaliation against anyone who brings a complaint of sexual harassment or who speaks as a witness in the investigation of a complaint of sexual harassment.

#### PENALTIES:

Sexual harassment will not be tolerated at **THE CENTERFOLD CLUB**. **THE CENTERFOLD CLUB** reserves the right to cancel a space lease or terminate the employment of anyone that allows their social or professional interaction with workers to disrupt the workplace or impedes another person's ability to perform their space leases. If an investigation of any allegation of sexual harassment shows that harassing behavior has taken place, the harasser will be subject to disciplinary action, to and including cancellations of their space leases and or termination of their employment.

#### ENTIRETY OF POLICY:

If any part of this policy is found to be unlawful or invalid such part or parts shall be severable and shall not affect the enforceability of any other part.

I have read and understand the above statements. I understand that my "Lease Space Agreement with **THE CENTERFOLD CLUB** may be terminated immediately in the event that I am found to have violated **THE CENTERFOLD CLUB** Sexual Harassment Policy."

\_\_\_\_\_  
Sign Name

Brandon Campbell  
Print Real Name

2/25/18  
Date

\*Put in file

**THE CENTERFOLD CLUB**  
**Part 9: UNDERAGE DRINKING POLICY**

Should any Employee, Bartender, Waitress, Shot person, D.J. or Management person serve an underage Entertainer Tenant or customer with the knowledge that the Entertainer Tenant or customer is underage, the person serving the underage person as well as the Entertainer Tenant Space Lease will be terminated and will be held liable for any financial or legal damages to our business.

Our club obeys all State Liquor Laws and by leasing space here, you agree to follow them and ob

them without exception.

Iggg  
Entertainer Tenant

2/24/18  
Date

**\*\*YOU MUST COMPLETE THE STARED AREAS!\*\***

ENTERTAINER TENANT INFORMATION	
**Name:	Brend Campbell
**Stage Name:	
Face Book:	
**Cell Phone Number:	
E-mail Address:	
Twitter:	
Alternate Phone Number:	

**THE CENTERFOLD CLUB**  
**Part 10: NO SMOKING POLICY AGREEMENT**  
**(If applicable)**

We believe in a person's right to smoke. **HOWEVER**, it is illegal to smoke inside our building or by an open doorway on our premises, per the State & its non-smoking Law.

Should you be caught smoking by enforcement personnel, you will be asked to pay the fine.

Our club follows state law and we expect our Employees, Entertainer Tenants & , Management, Vendors, Independent Contractors and Patrons to do so also.

\*Note: **NEVER** light a cigarette for anyone in any area of our club / bar premises that is not officially designated for smoking

That being said, should anyone be cited for smoking in our club / bar, they will be asked to leave.

There is no smoking in or around our bar / club. Smoking is permitted in the designated area only.

Sign Name

Print Name

Date

**Part 11: ENTERTAINER TENANT'S STATE LIQUOR LAWS SIGN OFF**

The club has made the Entertainer Tenant aware of its support to the State Liquor Laws. The law is designed to limit issues in venues with liquor licenses.

The club will not lease space to any Entertainer Tenant who intentionally breaks a State Liquor Law at any time, in our club while leasing space.

The club will cancel the lease of any Entertainer Tenant that is caught sexually touching a customer's lips, penis, or anus while on our premises.

The club will immediately ask a customer to leave the club that is observed touching any Entertainer Tenants breasts, vagina or anus.

As an Entertainer Tenant, you agree to follow all State Liquor Laws and understand if you do not, the club will have no other choice but to cancel you're "Entertainer Tenant Space Lease."

Sign Name

Print Name

Date

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## **Part 12: CONDITIONS OF SPACE LEASE USAGE:**

- YOU MUST BE 18 OR OVER TO LEASE SPACE AND MUST HAVE VALID ID.
- YOU MUST ARRIVE WITH TIME TO BE READY FOR YOUR LEASED TIME.
- CHECK IN WITH DJ OR PROPERTY MANAGER WHEN READY TO BEGIN YOUR LEASED SPACE TIME.
- NEVER MISS YOUR LEASED SPACE TURN ON STAGE, AS YOU LEASED THE SPACE TO BE THERE.
- NO UNDERAGE DRINKING OF ALCOHOL IS EVER ALLOWED.
- YOU MUST ENTERTAIN WHILE ON STAGE, AS YOU ARE LEASING SPACE TO ENTERTAIN. THIS WILL ALLOW THE CUSTOMER TO REVIEW YOUR TALENT.
- PAY LEASED SPACE RENT AND ASSISTANCE FEE'S AS AGREEMENT LEASE STATES FOR CLUB AND PRIVATE ROOMS.
- GO TO DRESSING ROOM IMMEDIATELY WHEN CALLED BY DJ OR MANAGER AS IT COULD BE INFORMATION ABOUT YOUR LEASE.
- NO DRUGS OF ANY KIND ARE ALLOWED IN THE CLUB, AS THAT IS AGAINST STATE LAW.
- NEVER MAKE A DATE WITH A CUSTOMER / NEVER LEAVE WITH A CUSTOMER AS IT IS ILLEGAL.
- FIGHTING WILL NOT BE TOLERATED AND WILL BRING IMMEDIATE LEASE CANCELLATION FOR SAFETY REASONS.
- MUST PARTICIPATE IN ALL LEASE SPACE STAGE SHOWS AS YOUR LEASE SPACE DICTATES. THIS INCREASES CUSTOMER ABILITY TO REVIEW YOUR TALENTS.
- PAY ALL LEASE, RENT, DAMAGE, AND ASSISTANCE FEE'S BEFORE LEAVING.
- MUST HAVE MANAGER'S APPROVAL BEFORE LEAVING TO INSURE ALL CONDITIONS YOUR LEASE SPACE AGREEMENT WERE MET.

THE "SPACE LEASE CONDITIONS OF SPACE USAGE" IS NOT INTENDED TO BE AN EMPLOYMENT CONTRACT OR PART OF A CONTRACTUAL AGREEMENT BETWEEN THE ENTERTAINER TENANT AND THE CLUB. THE CLUB RESERVES THE RIGHT TO MODIFY, DELETE, OR ADD TO ANY OF THE CONDITIONS OF SPACE RENT CONTAINED HEREIN WITHOUT NOTICE, AND RESERVES THE RIGHT TO CANCEL THE ENTERTAINER TENANT SPACE LEASE AT ANY TIME, WITH OR WITHOUT NOTICE, AS DESCRIBED IN YOUR SPACE LEASE AGREEMENT, WITH BREACH OF THIS AGREEMENT.

I understand the statements and requirements expected of me under the conditions of my space lease.

Jugel R. J. J. J.  
Entertainer Tenant Stage Name Management  
Braun Campbell 2.04.8  
Legal Name (print) Date

**THIS PAGE GOES IN THE ENTERTAINER TENANT FILE KEPT ON PREMISE.**

**THE CENTERFOLD CLUB**  
**Part 13: ASSISTANCE FEE'S AGREEMENT**

**I RECOGNIZE THAT BEING AN ENTERTAINER TENANT MEANS I WILL  
PERFORM IN THE LEASE SPACE I LEASE.**

During the time of my leasing space to perform here, I know and agree that I will use certain assistance services from numerous individuals who work here, or are independent contractors.

These people, include but are not limited to Floor Men, Security, Djs, House Moms or other types of assistance people who can be compensated by me voluntarily so I may have the assistance from them to perform at a level I desire.

I will do this voluntarily and with the belief that I am free not to lease space here if I am unwilling to use some of my own funds from my business to "Pay Assistance Fee's " to individuals to assist me in my success.

I understand "Pay Assistance Fee's " is a normal way of life. I "tip" my hairdressers that does my hair, I "tip" a cab driver who may bring me here, and I "tip" waitresses to bring me food. These people who also may assist me in helping me inside and outside my profession.

At no time does The Centerfold Club demand I pay "assistance fee's", as it is an individual choice for me to use assistance or not.

If I ever feel I should not pay assistance fees, I will bring this to the attention of my Property Manager of the lease space. At no time does The Centerfold Club demand I pay "assistance fee's," as it is an individual choice for me to use the assistance or not.

If I have any questions regarding this agreement, I am aware I can approach my Property Manager of the lease space at any time.

\_\_\_\_\_  
Entertainer Tenant Stage Name

Brenda Campbell  
\_\_\_\_\_  
Entertainer Tenant Real Name

2/27/18  
\_\_\_\_\_  
Date

Representation without the written permission of Greg Flieg is illegal.

## THE CENTERFOLD CLUB

### Part 14: ENTERTAINER TENANT BREATHALYZER AGREEMENT

During the time that I lease space here, I may be asked from time to time to take a breathalyzer test if I am driving & wish to leave. I agree to take the test when asked and follow the instructions given to me by the Property Manager on duty.

I realize if I do not follow the direction of the Property Manager on duty and walk out the door, my lease will be terminated and I will no longer be able to lease space at this club.

Should I take the test and I fail to meet the standards of sobriety dictated by state law, I agree not to drive a vehicle away from the club or to go to any destination after the club, by driving a car myself.

Should I drive a vehicle away from the club without permission, I know I will have my lease space terminated and no longer be able to lease space here.

Your safety will always be a major concern to us!

[Signature]  
Sign your real name

[Signature]  
Sign your Entertainer Tenant name

Brandon Campbell  
Print your real name

2/26/18  
Date

**THE CENTERFOLD CLUB**  
**PART 15: ENTERTAINER TENANT EARNINGS AGREEMENT**

I understand I am "Leasing Space" here and I rent space and pay lease agreement assistance fees as needed or stated in my Lease or payouts for space use, lease damages etc.

I know that every time period I lease space, the Leaser has no idea how much I make, and I do not wish for anyone but myself to know.

I realize on certain days I may make way over minimum wage and some days I will make below that amount. I know what my average earnings are at the club weekly. I will always earn over minimum wage from my stage performances, private room entertainment, tips and offered drink commissions that will come from the club patrons.

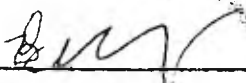
I agree that I will average above the minimum wage at all times on a weekly basis.

If at any time I do not average the minimum wage, I will immediately approach my lessor and explain I cannot lease space here anymore, as I do not want to be an employee and since the club has no positions for dancer employees, I will leave the property immediately.

I have chosen not to be an employee, with no pressure to do so.

If I do not do well in my profession for any reason, I will hold the lessor harmless of any damage, pay differential or responsibility for my lack of success unless the leaser does not meet the obligations set forth in my Entertainer Tenant Lease Agreement.

Should I stop leasing space here, I will not cause any legal action or join in any class action to come upon THE CENTERFOLD CLUB I lease space from.

  
\_\_\_\_\_  
Entertainer Tenant

2/27/18  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Property Manager

2-24-18  
\_\_\_\_\_  
Date